

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	)	Chapter 11
)	
Conseco, Inc., <u>et al.</u>,	)	Case No. 02-49672
	)	(Jointly Administered)
	)	Honorable Carol A. Doyle
Debtors.)	

**ORDER PURSUANT TO SECTIONS 328(a) AND 1103 OF
THE BANKRUPTCY CODE APPROVING THE OFFICIAL
COMMITTEE OF CONSECO TRUST ORIGINATED PREFERRED DEBT
HOLDERS' APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT
OF WATSON WYATT INSURANCE & FINANCIAL SERVICES, INC.
AS ACTUARIAL CONSULTANT
PURSUANT TO SECTIONS 328(a) AND 1103 OF THE BANKRUPTCY CODE**

This matter is before the Court upon consideration of the Official Committee of Conseco Originated Trust Preferred Debt Holders' Application for Order Authorizing the Employment of Watson Wyatt Insurance & Financial Services, Inc. as Actuarial Consultant pursuant to Sections 328(a) and 1103 of the United States Bankruptcy Code (the "Application") in the above-captioned chapter 11 cases, pursuant to Sections 328(a) and 1103 of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and request to shorten notice. The Official Committee of Conseco Trust Originated Preferred Debt Holders (the "TOPR's Committee") requests authority to retain and employ Watson Wyatt Insurance & Financial Services, Inc. ("Watson Wyatt") pursuant to the terms of that certain letter dated February 12, 2003, which is attached hereto as Exhibit "1" (the "Revised Engagement Letter"); and upon the affidavit of Kenneth M. Beck which is annexed as Exhibit "B" to the Application.

The Court is satisfied that the employment of Watson Wyatt is necessary and that Watson Wyatt does not and hereafter will not represent in connection with these cases, any entity having an interest adverse to the unsecured creditors; that Watson Wyatt is "disinterested" as defined by section 101(14) of the Bankruptcy Code; that the terms and conditions of Watson Wyatt employment are reasonable and appropriate; and good cause appearing for the relief requested therein; it is

ORDERED that the notice given of the Application is hereby deemed to be appropriate; and it is further

ORDERED that pursuant to sections 328(a) and 1103 of the Bankruptcy Code and Bankruptcy Rule 2014, the TOPR's Committee is authorized to employ Watson Wyatt as its actuarial consultant on the terms and conditions set forth in the Revised Engagement Letter and the Application (as modified by the Revised Engagement Letter); and it is further

ORDERED that Watson Wyatt shall file interim and final fee applications pursuant to the applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the Local Rules and Orders of this Court.

CAROL A. DOYLE
UNITED STATES BANKRUPTCY JUDGE

Dated: February 19, 2003

FEB 19 2003
EUGENE R. WEDOFF
BANKRUPTCY JUDGE

EXHIBIT 1
[Revised Engagement Letter]



WATSON WYATT
INSURANCE & FINANCIAL SERVICES, INC.
1055 Westlakes Drive
3rd Floor
Berwyn, PA 19312

Phone (610) 727-3725
Fax (610) 727-4283
Email Kenneth.Beck@ifs.watsonwyatt.com

February 12, 2003

The Official Committee of Holders of Trust
Originated Preferred Debt of Conseco, Inc.
c/o Saul Ewing LLP
Attn: Donald J. Detweiler, Esquire
222 Delaware Ave.
P.O. Box 1266
Wilmington, Delaware 19899-1266

Dear Mr. Detweiler:

This Letter Agreement confirms that Watson Wyatt Insurance & Financial Services, Inc. ("WWIFS") has agreed to be engaged by the Official Committee of Holders of Trust Originated Preferred Debt (the "Committee") of Conseco, Inc. ("Conseco") and its affiliated debtors to provide actuarial consulting services ("Services") on the terms and conditions set forth below.

In this engagement, the Actuarial Consulting Practice of WWIFS will act as the actuarial advisor to the Committee in connection with Conseco's Chapter 11 case.

SCOPE OF SERVICES

Although the Services are subject to change, as mutually agreed upon, the Services shall include but not be limited to:

- Review of actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco, as developed by Milliman USA ("Milliman") or any other actuarial consultants
- Complete other actuarial analyses and advise the Committee or its professionals on actuarial issues, as defined and determined by the Committee or its professionals
- Provide expert testimony on actuarial matters regarding our review of the aforementioned actuarial appraisals and other actuarial analyses
- Develop actuarial reports as required by the Committee or its professionals

The Actuarial Consulting Practice of WWIFS is positioned to immediately support the Committee and its professionals on this important engagement. From a project management perspective, we will address this engagement in two phases: Phase I will go through the end of February 2003, focusing on the review of the actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco. Phase II will involve consulting services provided after February 2003, the nature and scope of which will depend upon the results of our review in Phase I. It is our expectation that four to six



consulting actuaries will be assigned to this engagement on a full-time basis during the month of February, and that additional professional staff will be assigned to support this engagement as determined by the scope of our Services defined by the Committee requires.

DATA/INFORMATION REQUIREMENTS

WWIFS's performance of Services is dependent upon the information provided by Conseco, Conseco's actuarial consultants and other professionals, and the Committee and its professionals. Any reports or conclusions reached by us will be based on the information provided to WWIFS.

We thought it would be helpful to give an initial indication of the data/information which we will need at the outset of this engagement, where our first objective will be to review the actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco. The preliminary data/information which we will need includes, but is not limited to, the following items:

- Copies of the formal actuarial appraisal reports developed by Milliman
- Experience studies (of mortality, lapses/surrenders/withdrawals, premium persistency, morbidity, investment return, expenses, etc.) which support the actuarial assumptions utilized by Milliman in developing its actuarial appraisals
- Hard and electronic copies of all projections of statutory earnings developed by Milliman in conjunction with the preparation of their actuarial appraisals
- Projected expense budgets developed by the life insurance company management teams
- Year-end statutory financial statements for all of the life insurance companies for the 2000, 2001, and 2002 calendar years, and statutory financial statements for each of the interim calendar quarters in 2002
- Access to actuarial/financial items related to the life insurance companies as may be made available through (real or virtual) data rooms developed by Conseco
- Additional data/information to be defined as our review progresses

FEEES AND EXPENSES

WWIFS's services will be performed on a time and materials basis, based on standard hourly rates which may change from time-to-time. The hourly rates vary with the credentials and experience of the individuals involved. In addition to services, WWIFS charges for actual expenses. Expenses include: (1) actual out-of-pocket costs for such items as travel, lodging, meals, material reproduction, external telephone, etc.; and (2)



internal costs that will be charged on a flat rate basis (per hour of professional consulting time) such as computer usage, internal telephone, facsimile transmissions, postage, etc.

The standard hourly rates currently charged by WWIFS by professional classification are as follows:

<u>Classification</u>	<u>Range of Hourly Rates</u>
Partner	\$635
Senior Manager/Manager	\$400 – 510
Senior Associate	\$300 – 325
Associate	\$175 – 225
Admin./Secretarial	\$57

The total amount of fees and expenses to be incurred on this engagement will depend upon the nature and scope of Services provided by WWIFS in order to address the various actuarial issues defined by the Committee or its professionals.

Fees and expenses will be invoiced monthly by WWIFS to the Committee through its Committee Counsel, Saul Ewing LLP ("Saul Ewing"). Saul Ewing will file Monthly and Quarterly Fee Applications on our behalf in order to gain payment by Conseco of our invoices, following the procedures and meeting the deadlines defined in the Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members (the "Administrative Order") granted by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Court").

The Administrative Order (including Exhibit A) is attached to and is hereby incorporated into this Letter Agreement.

CONFLICT OF INTEREST

We have undertaken a reasonable review of our records to determine WWIFS's professional relationships with Conseco and its subsidiaries/affiliates. We are not aware of any conflicts of interest or relationships that would preclude us from performing the above work for the Committee.



CONFIDENTIALITY

WWIFS acknowledges that, in the course of performing its services, the Committee and/or Saul Ewing will disclose information that is confidential and/or proprietary ("Information"). WWIFS agrees to hold all such Information in strict confidence, to use such Information only for the purpose of its services in this engagement and not to disclose any such Information to any third party except for such Information which: (a) was previously known or becomes known to WWIFS free of any obligations of confidentiality; (b) is or becomes available to the public other than by WWIFS's unauthorized disclosure; (c) is independently developed by WWIFS; and/or (d) is required to be disclosed pursuant to subpoena, administrative or legal demand, legal requirement, or order of a court or government agency.

WWIFS's tools, methodologies, documentation, and know-how (including all modifications and enhancements thereto) are the confidential and proprietary information of WWIFS. No ownership or license rights in any WWIFS confidential or proprietary information is provided to Saul Ewing as a result of this engagement.

NO WARRANTIES

WWIFS does not make any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any subsequent transaction or as to the economic, financial, or other results which may be obtained or experienced by the Committee as a result of this engagement or any subsequent transaction. Notwithstanding anything to the contrary contained in this agreement, WWIFS makes no warranties, express or implied, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose.

WORKING FOR OTHER CLIENTS

WWIFS will not be prevented or restricted by this engagement from providing services to other clients. WWIFS will take steps to limit access to confidential information communicated to us during the course of this engagement, which information will not be disclosed or made available to partners, principals, and staff who do not have a need to know such information.

The value of our Services to the Committee is founded, in part, on our reputation for professionalism and integrity. WWIFS has been engaged from time to time by a significant number of law firms, both locally and nationally. It is possible that the opposing parties or their law firms have engaged WWIFS in other situations unrelated to this litigation.



LIMITATION OF LIABILITY

In no event shall WWIFS, other WWIFS affiliates and our officers, directors, employees, agents and subcontractors be liable to the Committee, Saul Ewing, other professional advisors to the Committee, Conesco, its affiliated debtors, professional advisors to Conesco, or any other third party, whether a claim be in tort, contract or otherwise: (a) for any amount in excess of the total professional fees paid to WWIFS under this engagement letter; or (b) for any consequential, indirect, special, punitive, lost profits or similar damages relating to WWIFS's services provided under this engagement letter, except to the extent finally determined to have resulted from the willfully tortious misconduct or fraudulent behavior of WWIFS relating to such services.

The laws of the state of Massachusetts shall govern this contract notwithstanding its choice of law rules. The federal or state courts of the state of Massachusetts shall have exclusive jurisdiction of any claims arising out of this engagement.

OTHER MATTERS

Our work will not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls, or other attestation or review services in accordance with standards established by the AICPA. Accordingly, we will not express an opinion or any other form of assurance on the financial statements of Conesco and/or its affiliated companies, or any financial or other information, or operating and internal controls of Conesco and its affiliated companies.

With respect to prospective financial information, our work will not constitute an examination, compilation or agreed-upon procedures in accordance with standards established by the AICPA, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of the expected results anticipated by the management of Conesco or any of its affiliated companies.

This Letter Agreement may be terminated by either the Committee or WWIFS by providing thirty (30) business days written notice to the other party. Upon termination of this Letter Agreement, the Committee will ensure that Conesco pays WWIFS for all Services provided and expenses reasonably incurred through the termination date, in accordance with the applicable provisions of the Bankruptcy Court, Bankruptcy Rules, and Orders of the Bankruptcy Court.

WWIFS will maintain its professional work record of this engagement for two (2) years from completion, unless otherwise instructed by the Committee.



This Letter Agreement incorporates the entire understanding of the parties and supersedes all previous agreements and discussions between WWIFS and the Committee with respect to the subject matter hereof, and may not be amended or modified except in writing executed by the Committee and WWIFS. This Letter Agreement shall be binding upon WWIFS and the Committee and their respective successors and assigns and may be assigned by WWIFS to a successor of the business of WWIFS to which this Letter Agreement relates. Failure to insist upon strict compliance with any of the terms of this Letter Agreement at any time will not be deemed to be a waiver of the terms of this Letter Agreement in the future.

Notice given pursuant to any of the provisions of this Letter Agreement shall be in writing and shall be mailed or hand delivered: (a) if to the Committee, in the care of Saul Ewing LLP at its offices at 222 Delaware Avenue, P.O. Box 1266, Wilmington, Delaware 19899-1266, Attention: Donald J. Detweiler, Esquire; and (b) if to WWIFS, at its offices at 1055 Westlakes Drive, 3rd Floor, Berwyn, PA 19312, Attention: Kenneth M. Beck.

* * *

We are pleased to accept this engagement and look forward to working with the Committee. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this Agreement.

Sincerely,
WATSON WYATT
INSURANCE & FINANCIAL SERVICES, INC.

A handwritten signature in cursive script that reads 'Kenneth M. Beck'.

Kenneth M. Beck, F.S.A.
Executive Vice President



ACCEPTED AND AGREED TO *:

The Official Committee of Holders of Trust
Originated Preferred Debt of Conseco, Inc.

By:

A handwritten signature in black ink, appearing to read 'Donald F. Delwiler', written over a horizontal line.

Title:

Donald F. Delwiler

Date:

3/26/03

* *Subject to Bankruptcy Court approval*

Exhibit B



Invoice Number : 487024
 Date : August 19, 2003
 Account Number : 00018179-01

Invoice

Please make check payable to:
**Watson Wyatt Insurance
 & Financial Services, Inc.**
 26th Floor
 225 Franklin Street
 Boston, MA 02110-2804

TOTAL \$ 84,532.01

Donald J. Detweiler, Esquire
 The Official Committee of Holders of Trust
 Originated Preferred Debt of Conseco, Inc.
 c/o Saul Ewing LLP
 222 Delaware Avenue, Suite 1200
 Wilmington, DE 19801

Re: CONSECO

Detach this part and return it with your payment in the enclosed envelope. Please include invoice number on check.



Donald J. Detweiler, Esquire
 The Official Committee of Holders of Trust
 Originated Preferred Debt of Conseco, Inc.
 c/o Saul Ewing LLP
 222 Delaware Avenue, Suite 1200
 Wilmington, DE 19801

Re: CONSECO

Invoice

**Watson Wyatt Insurance
 & Financial Services, Inc.**
 Suite 300
 1055 Westlakes Drive
 Berwyn, PA 19312-3410
 Telephone 610 727 4163

For Actuarial consulting services provided in July 2003 to the Official Committee of Holders of Trust Originated Preferred Debt (the "Committee") of Conseco, Inc. and its affiliated debtors:

Fees	\$ 79,110.00
Expenses	\$ <u>5,422.01</u>
Total Invoice	\$ 84,532.01

Remittance Advice

Please make your check payable to Watson Wyatt Insurance & Financial Services, Inc. and return with this advice to 225 Franklin Street, 26th Floor, Boston, MA 02110 USA

From : Saul Ewing
 Invoice Number : 487024
 Amount Due : \$84,532.01

*Wire Details: Watson Wyatt Insurance & Financial Services, Inc., Fleet Boston Financial,
 100 Federal Street, Boston, MA 02110; ABA #011000138; SWIFT CODE FNBBUS33*

*Payment due upon receipt.
 Interest @ 2% per month after 30 days.
 Federal Tax Identification #04-3585292*

EXHIBIT B

Watson Wyatt Insurance & Financial Services, Inc.
Billing Detail for July 2003

Name	Hours	Hourly Rate	Fees at 100%
Ken Beck	89.00	635	56,515.00
Craig Buck	13.50	510	6,885.00
Bob DiRico	3.50	325	1,137.50
Tony Macellaro	1.50	200	300.00
Bob Matczak	26.00	510	13,260.00
Mike Zwerling	0.75	300	225.00
Admin./Secretarial	10.50	75	787.50
Fee Total	144.75		\$ 79,110.00
Expenses (see Exhibit C for Details)			
Out-of-Pocket			\$ 3,408.26
Internal Costs (@ \$15 per hour)			<u>2,013.75</u>
Total Expenses			\$ 5,422.01
Invoice Total			\$ <u>84,532.01</u>

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Ken Beck

DAY	HOURS SPENT ON EACH ACTIVITY										TOTAL	
	Process and inventory data received from Kirkland & Ellis and Millman USA	Review Court documents, motions, and other filings and other documents	Review Millman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Caisse/Millman	Participate in conference calls/meetings with Millman USA and/or Leased	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference calls/meetings with other TOPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests		Preparation for and participation in depositions, hearings and other court-related activities
1											12.00	12.00
2											8.00	8.00
3											8.00	8.00
4											10.00	10.00
5											10.00	10.00
6											8.00	8.00
7											8.00	8.00
8											10.00	10.00
9											0.00	0.00
10											0.00	0.00
11											0.00	0.00
12											0.00	0.00
13											0.00	0.00
14											0.00	0.00
15											0.00	0.00
16											0.00	0.00
17											0.00	0.00
18											4.00	4.00
19											3.00	3.00
20											0.00	0.00
21											0.00	0.00
22											0.00	0.00
23											0.00	0.00
24											0.00	0.00
25											0.00	0.00
26											0.00	0.00
27											0.00	0.00
28											0.00	0.00
29											0.00	0.00
30											0.00	0.00
31											0.00	0.00
TOTAL											85.00	85.00

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Craig Back

DAY	HOURS SPENT ON EACH ACTIVITY										TOTAL	
	Process and inventory data received from Kirkland & Ellis and Milliman USA	Review Court documents, motions, and other filings and other documents	Review Milliman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Conoco/Milliman	Participate in conference callings with Milliman USA and/or Legard	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference callings with other TOPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests		Preparation for and participation in depositions, hearings and other court-related activities
1											1.00	1.00
2											1.50	1.50
3											3.00	3.00
4											4.00	4.00
5											2.50	2.50
6											1.50	1.50
7											0.00	0.00
8											0.00	0.00
9											0.00	0.00
10											0.00	0.00
11											0.00	0.00
12											0.00	0.00
13											0.00	0.00
14											0.00	0.00
15											0.00	0.00
16											0.00	0.00
17											0.00	0.00
18											0.00	0.00
19											0.00	0.00
20											0.00	0.00
21											0.00	0.00
22											0.00	0.00
23											0.00	0.00
24											0.00	0.00
25											0.00	0.00
26											0.00	0.00
27											0.00	0.00
28											0.00	0.00
29											0.00	0.00
30											0.00	0.00
31											0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.50	13.50

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Robert Dirleo

DAY	HOURS SPENT ON EACH ACTIVITY											TOTAL
	Process and inventory data received from Richard & Ellis and Milliman USA	Review Court documents, motions, and other filings	Review Milliman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Cousseon/Milliman	Participate in conference call/meetings with Milliman USA	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference call/meetings with other TOPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests	Preparation for and participation in depositions, hearings, and other court-related activities	
1											2.00	2.00
2											1.50	1.50
3												0.00
4												0.00
5												0.00
6												0.00
7												0.00
8												0.00
9												0.00
10												0.00
11												0.00
12												0.00
13												0.00
14												0.00
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16												0.00
17												0.00
18												0.00
19												0.00
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21												0.00
22												0.00
23												0.00
24												0.00
25												0.00
26												0.00
27												0.00
28												0.00
29												0.00
30												0.00
31												0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	3.50

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Tony Macellaro

DAY	HOURS SPENT ON EACH ACTIVITY											TOTAL
	Process and inventory data received from Kirkland & Ellis and Milliman USA	Review Court documents, motions, and other filings and other documents	Review Milliman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Coseco/Milliman	Participate in conference call/meetings with Milliman USA and/or Lazard	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference call/meetings with other TCFs Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests	Preparation for and participation in depositions, hearing and other court-related activities	
1												0.00
2												0.00
3												0.00
4												0.00
5												1.50
6												0.00
7												0.00
8												0.00
9												0.00
10												0.00
11												0.00
12												0.00
13												0.00
14												0.00
15												0.00
16												0.00
17												0.00
18												0.00
19												0.00
20												0.00
21												0.00
22												0.00
23												0.00
24												0.00
25												0.00
26												0.00
27												0.00
28												0.00
29												0.00
30												0.00
31												0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

July 2003

MONTH:

NAME: Bob Matezak

DAY	HOURS SPENT ON EACH ACTIVITY											TOTAL
	Process and inventory data received from K&L and Ellis and Milliman USA	Review Court documents, motions, and other filings and other documents	Review Milliman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by ConnecticutMilliman	Participate in conference callings with Milliman USA and/or Lazard	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference callings with other TOPPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings and conference calls)	Respond to data, information, and document requests	Preparation for and participation in depositions, hearings and other court-related activities	
1												0.00
2											6.50	6.50
3											1.75	1.75
4											8.00	8.00
5											4.50	4.50
6											0.00	0.00
7											2.75	2.75
8											0.00	0.00
9											0.00	0.00
10											0.00	0.00
11											0.00	0.00
12											0.00	0.00
13											0.00	0.00
14											0.00	0.00
15											0.00	0.00
16											0.00	0.00
17											0.00	0.00
18											0.00	0.00
19											0.00	0.00
20											0.00	0.00
21											0.00	0.00
22											0.00	0.00
23											0.00	0.00
24											0.00	0.00
25											0.00	0.00
26											0.00	0.00
27											0.00	0.00
28											0.00	0.00
29											0.00	0.00
30											0.00	0.00
31											0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.75	0.00	0.00	22.25	26.00

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Mike Zwierling

DAY	HOURS SPENT ON EACH ACTIVITY										TOTAL	
	Process and inventory data received from K. Klund & Ellis and Millman USA	Review Court documents, affidavits, and other filings	Review Millman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Ceresco/Millman	Participate in conference calls/meetings with Millman USA	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conference call/meetings with other TOPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests		Preparation for and participation in depositions, hearings and other court-related activities
1												0.00
2												0.00
3												0.00
4												0.00
5												0.00
6												0.75
7												0.00
8												0.00
9												0.00
10												0.00
11												0.00
12												0.00
13												0.00
14												0.00
15												0.00
16												0.00
17												0.00
18												0.00
19												0.00
20												0.00
21												0.00
22												0.00
23												0.00
24												0.00
25												0.00
26												0.00
27												0.00
28												0.00
29												0.00
30												0.00
31												0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75

EXHIBIT B

Watson Wyatt Insurance & Financial Services Inc.

Billing Detail

MONTH: July 2003

NAME: Total for All Watson Wyatt Professionals

DAY	HOURS SPENT ON EACH ACTIVITY											TOTAL				
	Process and inventory data received from Kroll and Bills and Millman USA	Review Court documents, motions, and other filings and other documents	Review Millman appraisal and other follow-up correspondence	Review experience studies and other actuarial analyses prepared by Comstock/Millman	Participate in conference call/meetings with Millman USA and/or Lazard	Review and/or develop correspondence to other professionals	Develop Watson Wyatt actuarial analyses	Prepare for and participate in conferences call/meetings with other TOPS Committee professionals	Watson Wyatt staff management (incl. work plans, internal meetings, and conference calls)	Respond to data, information, and document requests	Preparation for and participation in depositions, hearings, and other court-related activities					
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00
2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.50
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00
4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.75
5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.50
6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.25
7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.50
8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.75
10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128.25
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.25

Exhibit C

EXHIBIT C

Watson Wyatt Insurance & Financial Services, Inc. Billing Detail for July 2003

Expenses

Amount	Type	Date	Description
31.99	Phone	July	Pro-rata share of Monthly External Phone Bill (Verizon)
32.95	Phone	July	Pro-rata share of Monthly External Phone Bill (AT&T)
1,188.41	Travel	06/30/03	Airfare to/from Phila/Chicago
50.00	Travel	06/30/03	Travel Agent Fee
24.27	Meals	07/02/03	Meals/Snacks in hotel room during trial
1,132.50	Travel	07/06/03	Airfare Phila to Chicago
594.20	Travel	07/08/03	Airfare Chicago to Phila
50.00	Travel	07/08/03	Travel Agent Fee
98.97	Meals	07/10/03	Meals/Snacks in hotel room during trial
144.97	Meals	07/01/03	Dinner at 437 Rush w/ Vanderacruz
60.00	Meals	07/01/03	Dinner at Joe's Seafood, self
\$ 3,408.26			TOTAL - Out-of-Pocket Expenses
	Internal Costs		Charged at \$15 per Professional Hour to cover: computer usage; internal telephone; facsimile transmissions; postage; etc. (As defined in Engagement Letter)
\$ 2,013.75			TOTAL EXPENSES
\$ 5,422.01			

Exhibit D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
) Case No. 02-49672
Conseco, Inc., et al.) (Jointly Administered
) Honorable Carol A. Doyle
Debtors.)

AFFIDAVIT

Robert J. Matczak, being duly sworn, deposes and says:

1. I am a Senior Actuarial Consultant at Watson Wyatt Insurance & Financial Services, Inc. ("Watson Wyatt"). On February 19, 2003, this Court entered an order approving the Official Committee of Trust Originated Preferred Debt Holders' (the "TOPRS Committee") Application to employ Watson Wyatt as the Actuarial Consultant to the TOPR's Committee.
2. This affidavit is submitted pursuant to Bankruptcy Code Rule 2016 in connection with Watson Wyatt's monthly fee application (the "Monthly Fee Application") for allowance of interim compensation for services rendered to the TOPRS from July 1, 2003 through July 31, 2003 in the amount of \$79,110.00 and approval of reimbursement of out-of-pocket and internal expenses incurred in connection therewith from July 1, 2003 through July 31, 2003 in the sum of \$5,422.01.
3. All of the services for which compensation is sought by Watson Wyatt were performed for and on behalf of the TOPR's Committee and not on behalf of any other person and/or entity

4. No agreement or understanding exists between Watson Wyatt and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.

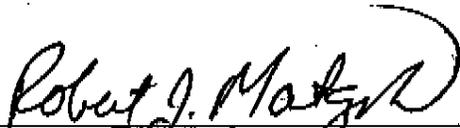
5. I have read Watson Wyatt's Monthly Fee Application.

6. To the best of my knowledge, information and belief, formed after reasonable inquiry, the Monthly Fee Application complies substantially with the mandatory guidelines set forth in the Amended Administrative Order Establishing Procedure For Interim Compensation and Reimbursement Of Expenses For Professionals dated January 2, 2003 (the "Procedures").

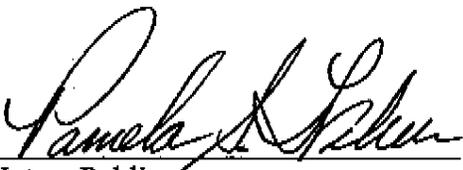
7. To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought in the Monthly Fee Application fall within the guidelines of the Procedures.

8. To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought are billed in accordance with the practices customarily employed by Watson Wyatt and generally accepted by Watson Wyatt's clients.

9. To the best of my knowledge, information and belief, formed after reasonable inquiry, Watson Wyatt does not make a profit on any expenses charged to the TOPRS' Committee or the Debtors' estates; in seeking reimbursement of any expenses, Watson Wyatt does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay; in seeking reimbursement of any expenses incurred by Watson Wyatt's use of a third party vendor, Watson Wyatt seeks reimbursement only of the amount paid by Watson Wyatt to such vendor.


Robert J. Matczak, Senior Actuarial
Consultant

Sworn to before me this 19th day of
August 2003.


Notary Public
Commonwealth of Pennsylvania

Notarial Seal
Pamela S. Weber, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires July 29, 2006
Member, Pennsylvania Association Of Notaries



Watson Wyatt
Worldwide

**SEVENTH MONTHLY FEE APPLICATION OF
WATSON WYATT INSURANCE & FINANCIAL SERVICES, INC.
FOR THE PERIOD OF AUGUST 1, 2003 TO AUGUST 31, 2003**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:) Chapter 11
)
Conseco, Inc., et al.,) Case No. 02-49672
) (Jointly Administered)
) Honorable Carol A. Doyle
Debtors.)

**SUMMARY COVER SHEET FOR SEVENTH MONTHLY FEE AND
EXPENSE STATEMENT OF WATSON WYATT INSURANCE & FINANCIAL
SERVICES, INC. AS ACTUARIAL EXPERT TO THE OFFICIAL COMMITTEE
OF TRUST ORIGINATED PREFERRED DEBT HOLDERS FOR
AUGUST 1, 2003 THROUGH AUGUST 31, 2003**

Name of Applicant: Watson Wyatt Insurance & Financial
Services, Inc.

Applicant Position or Capacity: Actuarial Expert to The Official Committee of
Conseco Trust Originated Preferred Debt Holders

Date of Retention: Order entered February 19, 2003

Period for which Compensation
and Reimbursement is Sought: August 1, 2003 through August 31, 2003

Amount of Requested Fees: None

Amount of Requested Expenses: \$656.73

This is an interim application.

The aggregate amount of fees and expenses invoiced by this applicant to date is
\$2,064,631.82.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	)	Chapter 11
)	
Conseco, Inc., et al.	)	Case No. 02-49672
	)	(Jointly Administered)
	)	Honorable Carol A. Doyle
Debtors.)	

**SEVENTH MONTHLY FEE AND EXPENSE STATEMENT OF
WATSON WYATT INSURANCE & FINANCIAL SERVICES, INC. AS
FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF TRUST
ORIGINATED PREFERRED DEBT HOLDERS FOR
AUGUST 1, 2003 THROUGH AUGUST 31, 2003**

Pursuant to sections 330 and 331 of the title 11 of the United States Code, 11 U.S.C. §101 – 1303 (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure, the Court’s December 17, 2002 Administrative Order under 11 U.S.C. sections 105(a) and 331 [Docket No. 104], and the Court’s January 2, 2003 Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members [Docket No. 268], (collectively the “Administrative Orders”), Watson Wyatt Insurance & Financial Services, Inc. (“Watson Wyatt”) respectfully submits this statement seeking approval of Watson Wyatt’s monthly fees and reimbursement of expenses incurred by Watson Wyatt for the period of August 1, 2003 through August 31, 2003, for professional services rendered as Actuarial Expert to the Official Committee of Conseco Trust Originated Preferred Debt Holders (the “TOPR’s Committee”).

BACKGROUND

1. On December 17, 2002 (the "Petition Date"), the Debtors commenced these bankruptcy cases by filing their voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107 and 1108, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession.

2. On January 3, 2003, the Office of the United States Trustee for the Northern District of Illinois appointed the TOPR's Committee. The members of the TOPR's Committee are: United Capital Markets, Oppenheimer Capital, and Paul Floto. The TOPR's Committee represents the interests of creditors whose claims in the aggregate amount to approximately \$2.1 billion.

3. Following its appointment, the TOPR's Committee selected Watson Wyatt to serve as its Actuarial Expert in these cases.

4. On February 19, 2003, the Court entered an order, authorizing the TOPR's Committee to employ of Watson Wyatt as its Actuarial Expert pursuant to sections 328(a) and 1103 of the Bankruptcy Code. (Exhibit A; Docket No. 1366).

MONTHLY FEE

5. Watson Wyatt requests no interim allowance of fees for the period of August 1, 2003 through August 31, 2003.

ACTUAL AND NECESSARY EXPENSES

6. Watson Wyatt requests the allowance of \$353.15 as reimbursement for the actual and necessary expenses incurred by Watson Wyatt while representing the TOPR's Committee from August 1, 2003 through August 31, 2003, plus additional actual and necessary expenses of \$303.58 incurred while representing the TOPR's Committee during the months of April, May, and June of 2003, for a total of \$656.73. Note that the expenses incurred during the months of April, May, and June of 2003 were delayed in getting recorded into Watson Wyatt's time and expense billing system and were not recorded therein until August 2003. Watson Wyatt's monthly invoice for the period August 1, 2003 through August 31, 2003 is attached hereto as **Exhibit B**, and is incorporated by reference herein. Attached hereto as **Exhibit C** is the supporting detail of the \$656.73 of total expenses for which Watson Wyatt seeks reimbursement.

SERVICES PROVIDED

7. Watson Wyatt provided the following services to the Committee, including but not limited to:
- a. Review of actuarial appraisals of the life insurance companies directly or indirectly owned by Consec, as developed by Milliman USA ("Milliman") and/or the Debtors.
 - b. Develop actuarial analyses and advise the Committee and its professionals on actuarial issues.
 - c. Provide expert services on actuarial matters regarding the review of the actuarial appraisals and other actuarial analyses prepared by or for the Debtors.
 - d. Review court documents, motions and filings for actuarial and valuation information.

8. All of the services for which compensation is requested by Watson Wyatt were performed for or on behalf of the TOPR's Committee.

9. The affidavit of Robert J. Matczak, F.S.A., a Senior Actuarial Consultant at Watson Wyatt, in support of this Monthly Fee Application is attached hereto as **Exhibit D.**

WHEREFORE, Watson Wyatt respectfully requests that the Court enter an order approving Watson Wyatt's Monthly Fee Statement for the period of August 1, 2003 through August 31, 2003 for reimbursement of direct, out-of-pocket expenses incurred in the amount of \$656.73, and granting such other relief as is just and proper.

Dated: September 19, 2003

Respectfully submitted,

WATSON WYATT INSURANCE &
FINANCIAL SERVICES, INC.

By: 
Robert J. Matczak, Senior Actuarial Consultant

Watson Wyatt Insurance and Financial
Services, Inc.
1055 Westlakes Drive, 3rd Floor
Berwyn, PA 19312
Phone: 610-727-3725
Facsimile: 610-727-4283

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	)	Chapter 11
)	
Conseco, Inc., <u>et al.</u>,	)	Case No. 02-49672
	)	(Jointly Administered)
	)	Honorable Carol A. Doyle
Debtors.)	

**ORDER PURSUANT TO SECTIONS 328(a) AND 1103 OF
THE BANKRUPTCY CODE APPROVING THE OFFICIAL
COMMITTEE OF CONSECO TRUST ORIGINATED PREFERRED DEBT
HOLDERS' APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT
OF WATSON WYATT INSURANCE & FINANCIAL SERVICES, INC.
AS ACTUARIAL CONSULTANT
PURSUANT TO SECTIONS 328(a) AND 1103 OF THE BANKRUPTCY CODE**

This matter is before the Court upon consideration of the Official Committee of Conseco Originated Trust Preferred Debt Holders' Application for Order Authorizing the Employment of Watson Wyatt Insurance & Financial Services, Inc. as Actuarial Consultant pursuant to Sections 328(a) and 1103 of the United States Bankruptcy Code (the "Application") in the above-captioned chapter 11 cases, pursuant to Sections 328(a) and 1103 of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and request to shorten notice. The Official Committee of Conseco Trust Originated Preferred Debt Holders (the "TOPR's Committee") requests authority to retain and employ Watson Wyatt Insurance & Financial Services, Inc. ("Watson Wyatt") pursuant to the terms of that certain letter dated February 12, 2003, which is attached hereto as Exhibit "1" (the "Revised Engagement Letter"); and upon the affidavit of Kenneth M. Beck which is annexed as Exhibit "B" to the Application.

The Court is satisfied that the employment of Watson Wyatt is necessary and that Watson Wyatt does not and hereafter will not represent in connection with these cases, any entity having an interest adverse to the unsecured creditors; that Watson Wyatt is "disinterested" as defined by section 101(14) of the Bankruptcy Code; that the terms and conditions of Watson Wyatt employment are reasonable and appropriate; and good cause appearing for the relief requested therein; it is

ORDERED that the notice given of the Application is hereby deemed to be appropriate; and it is further

ORDERED that pursuant to sections 328(a) and 1103 of the Bankruptcy Code and Bankruptcy Rule 2014, the TOPR's Committee is authorized to employ Watson Wyatt as its actuarial consultant on the terms and conditions set forth in the Revised Engagement Letter and the Application (as modified by the Revised Engagement Letter); and it is further

ORDERED that Watson Wyatt shall file interim and final fee applications pursuant to the applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the Local Rules and Orders of this Court.

CAROL A. DOYLE
UNITED STATES BANKRUPTCY JUDGE

Dated: February 19, 2003

FEB 19 2003
EUGENE R. WEDOFF
BANKRUPTCY JUDGE

EXHIBIT 1
[Revised Engagement Letter]



WATSON WYATT
INSURANCE & FINANCIAL SERVICES, INC.
1055 Westlakes Drive
3rd Floor
Berwyn, PA 19312

Phone (610) 727-3725
Fax (610) 727-4283
Email Kenneth.Beck@ifw.watsonwyatt.com

February 12, 2003

The Official Committee of Holders of Trust
Originated Preferred Debt of Conseco, Inc.
c/o Saul Ewing LLP
Attn: Donald J. Detweiler, Esquire
222 Delaware Ave.
P.O. Box 1266
Wilmington, Delaware 19899-1266

Dear Mr. Detweiler:

This Letter Agreement confirms that Watson Wyatt Insurance & Financial Services, Inc. ("WWIFS") has agreed to be engaged by the Official Committee of Holders of Trust Originated Preferred Debt (the "Committee") of Conseco, Inc. ("Conseco") and its affiliated debtors to provide actuarial consulting services ("Services") on the terms and conditions set forth below.

In this engagement, the Actuarial Consulting Practice of WWIFS will act as the actuarial advisor to the Committee in connection with Conseco's Chapter 11 case.

SCOPE OF SERVICES

Although the Services are subject to change, as mutually agreed upon, the Services shall include but not be limited to:

- Review of actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco, as developed by Milliman USA ("Milliman") or any other actuarial consultants
- Complete other actuarial analyses and advise the Committee or its professionals on actuarial issues, as defined and determined by the Committee or its professionals
- Provide expert testimony on actuarial matters regarding our review of the aforementioned actuarial appraisals and other actuarial analyses
- Develop actuarial reports as required by the Committee or its professionals

The Actuarial Consulting Practice of WWIFS is positioned to immediately support the Committee and its professionals on this important engagement. From a project management perspective, we will address this engagement in two phases: Phase I will go through the end of February 2003, focusing on the review of the actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco. Phase II will involve consulting services provided after February 2003, the nature and scope of which will depend upon the results of our review in Phase I. It is our expectation that four to six



consulting actuaries will be assigned to this engagement on a full-time basis during the month of February, and that additional professional staff will be assigned to support this engagement as determined by the scope of our Services defined by the Committee requires.

DATA/INFORMATION REQUIREMENTS

WWIFS's performance of Services is dependent upon the information provided by Conseco, Conseco's actuarial consultants and other professionals, and the Committee and its professionals. Any reports or conclusions reached by us will be based on the information provided to WWIFS.

We thought it would be helpful to give an initial indication of the data/information which we will need at the outset of this engagement, where our first objective will be to review the actuarial appraisals of the life insurance companies directly or indirectly owned by Conseco. The preliminary data/information which we will need includes, but is not limited to, the following items:

- Copies of the formal actuarial appraisal reports developed by Milliman
- Experience studies (of mortality, lapses/surrenders/withdrawals, premium persistency, morbidity, investment return, expenses, etc.) which support the actuarial assumptions utilized by Milliman in developing its actuarial appraisals
- Hard and electronic copies of all projections of statutory earnings developed by Milliman in conjunction with the preparation of their actuarial appraisals
- Projected expense budgets developed by the life insurance company management teams
- Year-end statutory financial statements for all of the life insurance companies for the 2000, 2001, and 2002 calendar years, and statutory financial statements for each of the interim calendar quarters in 2002
- Access to actuarial/financial items related to the life insurance companies as may be made available through (real or virtual) data rooms developed by Conseco
- Additional data/information to be defined as our review progresses

FEEES AND EXPENSES

WWIFS's services will be performed on a time and materials basis, based on standard hourly rates which may change from time-to-time. The hourly rates vary with the credentials and experience of the individuals involved. In addition to services, WWIFS charges for actual expenses. Expenses include: (1) actual out-of-pocket costs for such items as travel, lodging, meals, material reproduction, external telephone, etc.; and (2)



internal costs that will be charged on a flat rate basis (per hour of professional consulting time) such as computer usage, internal telephone, facsimile transmissions, postage, etc.

The standard hourly rates currently charged by WWIFS by professional classification are as follows:

<u>Classification</u>	<u>Range of Hourly Rates</u>
Partner	\$635
Senior Manager/Manager	\$400 – 510
Senior Associate	\$300 – 325
Associate	\$175 – 225
Admin./Secretarial	\$57

The total amount of fees and expenses to be incurred on this engagement will depend upon the nature and scope of Services provided by WWIFS in order to address the various actuarial issues defined by the Committee or its professionals.

Fees and expenses will be invoiced monthly by WWIFS to the Committee through its Committee Counsel, Saul Ewing LLP ("Saul Ewing"). Saul Ewing will file Monthly and Quarterly Fee Applications on our behalf in order to gain payment by Conseco of our invoices, following the procedures and meeting the deadlines defined in the Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members (the "Administrative Order") granted by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Court").

The Administrative Order (including Exhibit A) is attached to and is hereby incorporated into this Letter Agreement.

CONFLICT OF INTEREST

We have undertaken a reasonable review of our records to determine WWIFS's professional relationships with Conseco and its subsidiaries/affiliates. We are not aware of any conflicts of interest or relationships that would preclude us from performing the above work for the Committee.



CONFIDENTIALITY

WWIFS acknowledges that, in the course of performing its services, the Committee and/or Saul Ewing will disclose information that is confidential and/or proprietary ("Information"). WWIFS agrees to hold all such Information in strict confidence, to use such Information only for the purpose of its services in this engagement and not to disclose any such Information to any third party except for such Information which: (a) was previously known or becomes known to WWIFS free of any obligations of confidentiality; (b) is or becomes available to the public other than by WWIFS's unauthorized disclosure; (c) is independently developed by WWIFS; and/or (d) is required to be disclosed pursuant to subpoena, administrative or legal demand, legal requirement, or order of a court or government agency.

WWIFS's tools, methodologies, documentation, and know-how (including all modifications and enhancements thereto) are the confidential and proprietary information of WWIFS. No ownership or license rights in any WWIFS confidential or proprietary information is provided to Saul Ewing as a result of this engagement.

NO WARRANTIES

WWIFS does not make any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any subsequent transaction or as to the economic, financial, or other results which may be obtained or experienced by the Committee as a result of this engagement or any subsequent transaction. Notwithstanding anything to the contrary contained in this agreement, WWIFS makes no warranties, express or implied, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose.

WORKING FOR OTHER CLIENTS

WWIFS will not be prevented or restricted by this engagement from providing services to other clients. WWIFS will take steps to limit access to confidential information communicated to us during the course of this engagement, which information will not be disclosed or made available to partners, principals, and staff who do not have a need to know such information.

The value of our Services to the Committee is founded, in part, on our reputation for professionalism and integrity. WWIFS has been engaged from time to time by a significant number of law firms, both locally and nationally. It is possible that the opposing parties or their law firms have engaged WWIFS in other situations unrelated to this litigation.



LIMITATION OF LIABILITY

In no event shall WWIFS, other WWIFS affiliates and our officers, directors, employees, agents and subcontractors be liable to the Committee, Saul Ewing, other professional advisors to the Committee, Conesco, its affiliated debtors, professional advisors to Conesco, or any other third party, whether a claim be in tort, contract or otherwise: (a) for any amount in excess of the total professional fees paid to WWIFS under this engagement letter; or (b) for any consequential, indirect, special, punitive, lost profits or similar damages relating to WWIFS's services provided under this engagement letter, except to the extent finally determined to have resulted from the willfully tortious misconduct or fraudulent behavior of WWIFS relating to such services.

The laws of the state of Massachusetts shall govern this contract notwithstanding its choice of law rules. The federal or state courts of the state of Massachusetts shall have exclusive jurisdiction of any claims arising out of this engagement.

OTHER MATTERS

Our work will not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls, or other attestation or review services in accordance with standards established by the AICPA. Accordingly, we will not express an opinion or any other form of assurance on the financial statements of Conesco and/or its affiliated companies, or any financial or other information, or operating and internal controls of Conesco and its affiliated companies.

With respect to prospective financial information, our work will not constitute an examination, compilation or agreed-upon procedures in accordance with standards established by the AICPA, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of the expected results anticipated by the management of Conesco or any of its affiliated companies.

This Letter Agreement may be terminated by either the Committee or WWIFS by providing thirty (30) business days written notice to the other party. Upon termination of this Letter Agreement, the Committee will ensure that Conesco pays WWIFS for all Services provided and expenses reasonably incurred through the termination date, in accordance with the applicable provisions of the Bankruptcy Court, Bankruptcy Rules, and Orders of the Bankruptcy Court.

WWIFS will maintain its professional work record of this engagement for two (2) years from completion, unless otherwise instructed by the Committee.



This Letter Agreement incorporates the entire understanding of the parties and supersedes all previous agreements and discussions between WWIFS and the Committee with respect to the subject matter hereof, and may not be amended or modified except in writing executed by the Committee and WWIFS. This Letter Agreement shall be binding upon WWIFS and the Committee and their respective successors and assigns and may be assigned by WWIFS to a successor of the business of WWIFS to which this Letter Agreement relates. Failure to insist upon strict compliance with any of the terms of this Letter Agreement at any time will not be deemed to be a waiver of the terms of this Letter Agreement in the future.

Notice given pursuant to any of the provisions of this Letter Agreement shall be in writing and shall be mailed or hand delivered: (a) if to the Committee, in the care of Saul Ewing LLP at its offices at 222 Delaware Avenue, P.O. Box 1266, Wilmington, Delaware 19899-1266, Attention: Donald J. Detweiler, Esquire; and (b) if to WWIFS, at its offices at 1055 Westlakes Drive, 3rd Floor, Berwyn, PA 19312, Attention: Kenneth M. Beck.

* * *

We are pleased to accept this engagement and look forward to working with the Committee. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this Agreement.

Sincerely,
WATSON WYATT
INSURANCE & FINANCIAL SERVICES, INC.

A handwritten signature in cursive script that reads 'Kenneth M. Beck'.

Kenneth M. Beck, F.S.A.
Executive Vice President



ACCEPTED AND AGREED TO *:

The Official Committee of Holders of Trust
Originated Preferred Debt of Conseco, Inc.

By:

A handwritten signature in black ink, appearing to be 'Donald F. DeWeiler', written over a horizontal line.

Title:

Donald F. DeWeiler

Date:

3/26/03

* *Subject to Bankruptcy Court approval*

Exhibit B



Invoice Number : 487033
 Date : September 19, 2003
 Account Number : 00018179-01

Invoice

Please make check payable to:
**Watson Wyatt Insurance
 & Financial Services, Inc.**
 26th Floor
 225 Franklin Street
 Boston, MA 02110-2804

TOTAL \$ 656.73

Donald J. Detweiler, Esquire
 The Official Committee of Holders of Trust
 Originated Preferred Debt of Consoco, Inc.
 c/o Saul Ewing LLP
 222 Delaware Avenue, Suite 1200
 Wilmington, DE 19801

Re: CONSECO

Detach this part and return it with your payment in the enclosed envelope. Please include invoice number on check.



Donald J. Detweiler, Esquire
 The Official Committee of Holders of Trust
 Originated Preferred Debt of Conseco, Inc.
 c/o Saul Ewing LLP
 222 Delaware Avenue, Suite 1200
 Wilmington, DE 19801

Re: CONSECO

Invoice

**Watson Wyatt Insurance
 & Financial Services, Inc.**
 Suite 300
 1055 Westlakes Drive
 Berwyn, PA 19312-3410
 Telephone 610 727 4163

For Actuarial consulting services provided in August 2003 to the Official Committee of Holders of Trust Originated Preferred Debt (the "Committee") of Conseco, Inc. and its affiliated debtors:

Fees	\$	--
Expenses	\$	<u>656.73</u>
Total Invoice	\$	656.73

Remittance Advice

Please make your check payable to Watson Wyatt Insurance & Financial Services, Inc. and return with this advice to 225 Franklin Street, 26th Floor, Boston, MA 02110 USA

From : Saul Ewing
 Invoice Number : 487033
 Amount Due : \$656.73

*Wire Details: Watson Wyatt Insurance & Financial Services, Inc., Fleet Boston Financial,
 100 Federal Street, Boston, MA 02110; ABA #011000138; SWIFT CODE FNBBUS33*

*Payment due upon receipt.
 Interest @ 2% per month after 30 days.
 Federal Tax Identification #04-3583292*

Exhibit C

EXHIBIT C

Watson Wyatt Insurance & Financial Services, Inc. Billing Detail for August 2003

Expenses

Amount	Type	Date	Description
13.50	Overmail Mail	04/30/03	Federal Express; delay in getting coded into Watson Wyatt billing system
45.63	Overmail Mail	04/30/03	Federal Express; delay in getting coded into Watson Wyatt billing system
161.35	Courier Services	05/01/03	Courier documents to Saul Ewing LLP; delay in getting coded in Watson Wyatt billing system
20.00	Data Request Charge	05/31/03	Charge for hard copy of FAS document; delay in getting coded in Watson Wyatt billing system
15.38	Overmail Mail	05/31/03	Federal Express; delay in getting coded into Watson Wyatt billing system
47.72	Overmail Mail	06/01/03	Federal Express; delay in getting coded into Watson Wyatt billing system
54.15	Courier Services	08/07/03	Courier documents to Saul Ewing LLP
299.00	Misc.	08/28/03	Shredding of documents (hard copy received from Kirkland & Ellis; copies on CDs retained)
\$ 656.73			TOTAL - Out-of-Pocket Expenses
\$ -	Internal Costs		Charged at \$15 per Professional Hour to cover: computer usage; internal telephone; facsimile transmissions; postage; etc. (As defined in Engagement Letter)
\$ 656.73			TOTAL EXPENSES

Exhibit D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
) Case No. 02-49672
Conseco, Inc., *et al.*) (Jointly Administered
) Honorable Carol A. Doyle
Debtors.)

AFFIDAVIT

Robert J. Matczak, being duly sworn, deposes and says:

1. I am a Senior Actuarial Consultant at Watson Wyatt Insurance & Financial Services, Inc. ("Watson Wyatt"). On February 19, 2003, this Court entered an order approving the Official Committee of Trust Originated Preferred Debt Holders' (the "TOPRS Committee") Application to employ Watson Wyatt as the Actuarial Consultant to the TOPR's Committee.

2. This affidavit is submitted pursuant to Bankruptcy Code Rule 2016 in connection with Watson Wyatt's monthly fee application (the "Monthly Fee Application") for approval of reimbursement of out-of-pocket expenses in the sum of \$656.73. Of this amount, \$353.15 represents direct, out-of-pocket expenses incurred by Watson Wyatt while representing the TOPR's Committee from August 1, 2003 through August 31, 2003, and an additional \$303.58 represents direct, out-of-pocket expenses incurred by Watson Wyatt while representing the TOPR's Committee during the months of April, May, and June of 2003. Note that the \$303.58 of out-of-pocket expenses incurred during the months of April, May, and June of 2003 were

delayed in getting recorded into Watson Wyatt's time and expense billing system and were not recorded therein until August 2003. Watson Wyatt requests no allowance for interim compensation (i.e., consulting fees) for the month of August 2003.

3. All of the services for which Watson Wyatt seeks compensation were performed for and on behalf of the TOPR's Committee and not on behalf of any other person and/or entity

4. No agreement or understanding exists between Watson Wyatt and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.

5. I have read Watson Wyatt's Monthly Fee Application.

6. To the best of my knowledge, information and belief, formed after reasonable inquiry, the Monthly Fee Application complies substantially with the mandatory guidelines set forth in the Amended Administrative Order Establishing Procedure For Interim Compensation and Reimbursement Of Expenses For Professionals dated January 2, 2003 (the "Procedures").

7. To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought in the Monthly Fee Application fall within the guidelines of the Procedures.

8. To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought are billed in accordance with the practices customarily employed by Watson Wyatt and generally accepted by Watson Wyatt's clients.